

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CESAR ALMANZAR, FELIX CORPORAN,	:	14 Civ. 1810 (SHS)
JUAN DE LA CRUZ, JANERIS DE LA CRUZ,	:	
JUAN DIAZ, JORGE DONE, VALENTIN	:	
MENALDO, JUAN OGANDO, MARCUS REYES :	:	
and WILSON ROSSIS, individually, on behalf of :	:	
all others similarly situated, and as Class :	:	
Representatives,	:	<u>JUDGMENT</u>
	:	
Plaintiffs,	:	
	:	
- against -	:	
	:	
C & I ASSOCIATES, INC.,	:	
C & I TELECOMMUNICATIONS, INC.,	:	
WILLIAM GIANNINI, NELSON IZQUIERDO,	:	
and ANDROKE POLONIO,	:	
	:	
Defendants .	:	
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WHEREAS, this Court determined on December 20, 2016 that the parties' Settlement Agreement and Release (hereinafter the "Settlement Agreement") was fair and reasonable pursuant to *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015) (Dkt. No. 170);

WHEREAS, the Settlement Agreement provides for payment to Plaintiffs and their Counsel of \$180,000 plus a portion of the proceeds of the sale of certain real property owned by Defendant William Giannini;

WHEREAS, on January 24, 2017, this Court dismissed with prejudice the claims of Plaintiffs Alcides Matos, Juan Mindi-Soto, Juan Ramon Alejandro Guerrero, John Bennett, Jorge Corporan, Wilkin A. Corporan, Wilson Espinosa, Sergio Garcia, Yordy M. Hernandez, Noe Oscar Paulino, Jose M. Rodriguez, Michael Alberto Rodriguez and Ernest Torres (Dkt. No. 178);

WHEREAS, on January 24, 2017, this Court ordered the parties to consummate the Settlement Agreement and retained jurisdiction of the action for the purpose of enforcing compliance therewith (Dkt. No. 178);

WHEREAS, to secure performance of the Settlement Agreement, Defendants C & I Associates, Inc., C & I Telecommunications, Inc. and William Giannini confessed judgment on November 18, 2016, in the amount of \$510,000 less amounts actually paid pursuant thereto (attached as an exhibit);

WHEREAS, Plaintiffs have moved on affirmation alleging Defendants' failure to remit \$25,000.02 of the agreed settlement amount and other noncompliance with the Settlement Agreement and following due service of notice to cure on September 15, 2022 (Docket No. 184);

WHEREAS, the Settlement Agreement provides for interest on the unpaid installments following due service of notice to cure at the rate of nine percent per annum;

WHEREAS, Defendants had notice and an opportunity to be heard in this Court on February 22, 2023;

WHEREAS, Defendants made no showing and filed no affidavits or memoranda in opposition;

Pursuant to Rule 58 of the Federal Rules of Civil Procedure, it is hereby:

ORDERED and ADJUDGED that judgment is hereby entered against Defendants C & I Associates, Inc., C & I Telecommunications, Inc. and William Giannini, jointly and severally, in favor of Cesar Almanzar, Felix Corporan, Juan De La Cruz, Juaneris De La Cruz, Juan Diaz, Jrge Done, Valentin Menaldo, Juan Ogando, Marcus Reyes, Wilson Rossis, Constantino Acevedo, Kardryk Artis, Ernst Jean Baptiste, Jose Bermudez, Raul Campusano, Juan E. Felix

Caro, James Dee Jimenez Duran, Maiker Estrella, Elinller Frias, Carlos Hilberto Hernandez, Marc Azer Louis Jean, Joel Jimenez, Edward Jorge, Gerasimo E. Liranzo, Pedro E. Madera, Frederick Malcom, Emilio Perez, Wilson Daniel Perez, Claudio Antonio Pimentel, Fausto Pineda, Markeith J. Powell and Michael Alberto Rodriguez and their Counsel, in the amount of \$355,000.02,

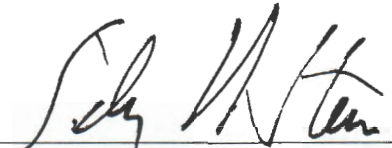
IT IS FURTHER ORDERED and ADJUDGED that Defendants C & I Associates, Inc., C & I Telecommunications, Inc. and William Giannini, jointly and severally are liable to Plaintiffs Cesar Almanzar, Felix Corporan, Juan De La Cruz, Juaneris De La Cruz, Juan Diaz, Jorge Done, Valentin Menaldo, Juan Ogando, Marcus Reyes, Wilson Rossis, Constantino Acevedo, Kardryk Artis, Ernst Jean Baptiste, Jose Bermudez, Raul Campusano, Juan E. Felix Caro, James Dee Jimenez Duran, Maiker Estrella, Elinller Frias, Carlos Hilberto Hernandez, Marc Azer Louis Jean, Joel Jimenez, Edward Jorge, Gerasimo E. Liranzo, Pedro E. Madera, Frederick Malcom, Emilio Perez, Wilson Daniel Perez, Claudio Antonio Pimentel, Fausto Pineda, Markeith J. Powell and Michael Alberto Rodriguez and their Counsel for pre-judgment interest in the amount of \$937.51;

IT IS FURTHER ORDERED and ADJUDGED that Defendants C & I Associates, Inc., C & I Telecommunications, Inc. and William Giannini, jointly and severally are liable to Plaintiffs Cesar Almanzar, Felix Corporan, Juan De La Cruz, Juaneris De La Cruz, Juan Diaz, Jorge Done, Valentin Menaldo, Juan Ogando, Marcus Reyes, Wilson Rossis, Constantino Acevedo, Kardryk Artis, Ernst Jean Baptiste, Jose Bermudez, Raul Campusano, Juan E. Felix Caro, James Dee Jimenez Duran, Maiker Estrella, Elinller Frias, Carlos Hilberto Hernandez, Marc Azer Louis Jean, Joel Jimenez, Edward Jorge, Gerasimo E. Liranzo, Pedro E. Madera,

Frederick Malcom, Emilio Perez, Wilson Daniel Perez, Claudio Antonio Pimentel, Fausto Pineda, Markeith J. Powell and Michael Alberto Rodriguez and their Counsel for post-judgment interest at the rate specified in 28 U.S.C. § 1961, accruing from the date of entry of this judgment until the judgment is satisfied; and

IT IS FURTHER ORDERED and ADJUDGED that the Clerk of the Court is hereby directed to enter judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure.

Dated: New York, New York
February 27, 2023



Sidney H. Stein, U.S.D.J.

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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DAVID R. KITTAI, ESQ., as Trustee of the Bankruptcy	:
Estate of CESAR ALMANZAR, FELIX CORPORAN,	:
JUAN DE LA CRUZ, JUANERIS DE LA CRUZ,	:
JUAN DIAZ, JORGE DONE, VALENTIN MENALDO,	:
JUAN OGANDO, MARCUS REYES, and	:
WILSON ROSSIS, individually, on behalf of all others	:
similarly situated, and as Class Representatives,	:
	:
Plaintiffs,	:
	:
— against —	:
	:
C & I ASSOCIATES, INC.,	:
C & I TELECOMMUNICATIONS, INC.,	:
WILLIAM GIANNINI, NELSON IZQUIERDO, and	:
ANDROKE POLONIO,	:
	:
Defendants.	:
-----	X

AFFIDAVIT OF CONFESSION OF JUDGMENT

WILLIAM GIANNINI, being duly sworn, deposes and says:

1. I am a resident and citizen of Pennsylvania, residing in Lackawanna County. I am the sole shareholder and president of C & I Associates, Inc. and C & I Telecommunications, Inc. (the "Companies").

2. On August __, 2016 I entered into a Settlement Agreement (the "Agreement") on behalf of myself and the Companies, in which Plaintiffs (collectively, "Plaintiffs") agreed to dismiss their claims for unpaid wages pursuant to the Fair Labor Standards Act of 1938, as amended, the New York Labor Law, the New Jersey State Wage and Hour Law, and related regulations, in exchange for, among other things, my agreement to make certain payments to Plaintiffs by delivering payments to them. In the event that the Court requires a copy of the

Settlement Agreement in order to enforce this Confession of Judgment, I hereby authorize Plaintiffs to provide a true and correct copy to the Court.

3. The Agreement, among other things, requires me and/or the Companies to make certain payments to Plaintiffs as follows:

a. Payment in the aggregate amount of approximately \$255,000, payable according to the following schedule:

i. \$15,000.00 ("Initial Payment") to be paid within thirty (30) calendar days from the Court's approval of the Agreement, after which payment of \$165,000.00 shall thereafter be made on a monthly basis (commencing on the 15th day of the month following the month in which the Initial Payment is made):

1. In the amount of Three Thousand Three Hundred Thirty-three and 34/100 (\$3,333.34) Dollars in months 1-12;

2. In the amount of Four Thousand and 00/100 (\$4,000.00) Dollars in months 13-24;

3. In the amount of Four Thousand Three Hundred Thirty-three and 34/100 (\$4,333.34) Dollars in months 25-36;

4. In the amount of Four Thousand One Hundred Sixty-six and 67/100 (\$4,166.67) Dollars in months 37-42; and

ii. In addition to the above amounts, net proceeds of the sale(s) of my three properties located at 602 Cedar Avenue, Scranton, PA; 1806-1808 Jackson St., Scranton, PA and 1250 Diamond Avenue, L7, Scranton, PA:

iii. Fifty per centum (50%) of the net proceeds of the sale(s) of the above properties—the gross sale price less transfer taxes, broker fees, attorney's fees, utilities, advertising, and recording charges—to the extent that the cumulative sale prices of the properties are \$150,000.00 or less, plus, to the extent that the cumulative sale prices of the properties exceeds \$150,000.00, the entirety of the excess of the net proceeds.

4. If I or the Companies do not make the payments as required by the Agreement and outlined above, I hereby confess judgment and authorize entry of a money judgment as set forth below from the date hereof (the "Debt") in favor of Plaintiffs.

5. If I or the Companies fail to make the payments as and when required by Paragraph [] above, then I consent to entry of a money judgment against me and the Companies, jointly and severally, in the amount of \$510,000.00 less any monies already paid.

6. I am voluntarily making this Affidavit of Confession of Judgment as an inducement to Plaintiffs to enter into the Agreement, and to secure the performance of my, and the Companies', obligations contained therein.

7. I understand and agree that the purpose of this Affidavit of Confession of Judgment is to enable Plaintiffs to obtain a judgment against me in the event of a default under the Agreement.

8. This Confession of Judgment may be entered and enforced according to its terms as described in the numbered paragraphs above and Paragraph 7 of the Agreement.

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9. This Confession of Judgment is for a debt justly due to Plaintiffs, and the sum confessed does not exceed the amount of my liability to Plaintiffs or the amount of liability alleged in Plaintiffs' Second Amended Complaint.

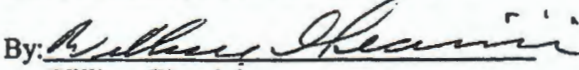
10. I and the Companies have consulted with our attorney and received independent advice and counsel from him in determining to execute this Confession of Judgment, and I execute this confession of judgment on behalf of myself and the Companies.


WILLIAM GIANNINI

C & I ASSOCIATES, INC.

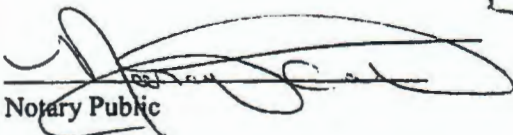
By: 
William Giannini

C & I TELECOMMUNICATIONS, INC.

By: 
William Giannini

Sworn before me this

18 day of November, 2016


Notary Public

